

# **PHILIPPINE BIDDING DOCUMENTS**

**For the**

**Annual Contract for Security  
Services – FY-2023 for the National  
Conciliation and Mediation Board –  
Central Office**

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# ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.

## ***Section I. Invitation to Bid***



Republic of the Philippines  
DEPARTMENT OF LABOR AND EMPLOYMENT  
**NATIONAL CONCILIATION AND MEDIATION BOARD**  
4<sup>th</sup>-6<sup>th</sup> Floors, Arcadia Building, 860 Quezon Avenue, Brgy. Paligsahan, Quezon City 1103  
Tel Nos.: (02) 8332-4176 / 8332-4179 / 8332-4180/8256-5090  
Telefax : (02) 8332-4175 / 8332-2231 / 8332-2277 / 8332-4179



## **INVITATION TO BID FOR THE ANNUAL CONTRACT FOR SECURITY SERVICES-FY-2022 FOR THE NATIONAL CONCILIATION AND MEDIATION BOARD – CENTRAL OFFICE**

1. The National Conciliation and Mediation Board (NCMB) is conducting this procurement through the Early Procurement Activity (EPA) for FY 2023 to ensure timely delivery of goods, implementation of infrastructure projects and rendition of consultancy services, consistent with the GPPB Resolution No. 14-2019 dated July 17, 2019, where the procuring entity (PE) may undertake the procurement activities short of award.
2. EPA shall refer to the conduct of procurement activities, from posting of the procurement opportunity, if required, until recommendation of the Bids and Awards Committee (BAC) to the HoPE as to the award of the contract, for goods to be delivered, infrastructure projects to be implemented and consulting services to be rendered in the following fiscal year, pending approval of their respective funding sources.
3. The National Conciliation and Mediation Board (NCMB) through the Fiscal Year (FY) 2023 General Appropriations Act (GAA) intends to apply the sum of **Two Million Three Hundred Fifty Thousand Pesos (P2,350,000.00)** being the Approved Budget for the Contract (ABC) as payment for the **Annual Contract for Security Services for FY-2023**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
4. The NCMB now invites bids for the **Annual Contract for Security Services for FY-2023**. Delivery of the Goods/Services is required within thirty (30) calendar days upon receipt of Notice to Proceed. Bidders should have completed within three (3) years **prior to December 26, 2022** a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders (ITB).
5. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise, known as the “Government Procurement Reform Act.”
6. Interested bidders may obtain further information from the NCMB-Bids and Awards Committee and inspect the Bidding Documents at the given address during office hours from 8:00 a.m. to 5:00 p.m or through the Procuring Entity’s website.
7. A complete set of **Bidding Documents** may be purchased by interested Bidders from the given address and upon payment of a nonrefundable fee for the Bidding

Documents in the amount of **Two Thousand Pesos (P2,000.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the nonrefundable fee for the Bidding Documents not later than the submission of their bids.

8. The NCMB will hold a **Pre-bid Conference on December 19, 2022, 10:30 A.M. through Video Conferencing via Zoom** which shall be open to all interested parties. Interested bidders who wish to join may email [ncmbprocurement@ncmb.gov.ph](mailto:ncmbprocurement@ncmb.gov.ph) on or before **December 16, 2022, 03:00 P.M.**

**1. Meeting ID: 369 257 0091**

**2. Passcode: NCMB**

9. **Bids must be delivered** to the given address **not later than 1:00 P.M., December 26, 2022**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

a. **Bid opening** shall be on **December 26, 2022, 1:30 P.M. at the 4<sup>th</sup> Floor, NCMB Conference Room, 860 Arcadia Building, Quezon Avenue, Quezon City**. Bids will be opened in the presence of the Bidder's representatives who choose to attend at the address below. Late bids shall not be accepted.

10. The NCMB reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Ms. Harold May B. Tayaoan


BAC Secretariat

National Conciliation and Mediation Board

4<sup>th</sup>-6<sup>th</sup> Flr. Arcadia Building, 860 Quezon Avenue Quezon City

Tel. Nos. 8252-6262 Loc. 729

Email Address: [ncmbprocurement@ncmb.gov.ph](mailto:ncmbprocurement@ncmb.gov.ph)

  
**MARIA CRISTINA O. MANGALIMAN**  
Deputy Executive Director IV  
BAC Chairperson

## ***Section II. Instructions to Bidders***

## **1. Scope of Bid**

The Procuring Entity, NCMB, wishes to receive Bids for the project “**ANNUAL CONTRACT FOR SECURITY SERVICES -FY-2023 for the National Conciliation and Mediation Board – Central Office**”.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot, the details of which are described in Section VII (Technical Specifications).

## **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for **FY-2023 General Appropriations Act (GAA)** in the total amount of **₱2,350,000.00**.

2.2. The source of funding is **FY- 2023 General Appropriations Act (GAA)**.

## **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

## **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## **7. Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time via Zoom platform. The Zoom link will be provided by the BAC Secretariat prior to the schedule of the conference.

## 9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

## 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within three (3) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
  - ii. The cost of all customs duties and sales and other taxes already paid or payable;
  - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
  - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### 13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from the date of the opening of bids**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid. The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time at its physical address as indicated in paragraph 9 of the **ITB**.

## **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **ITB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the

case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall **be awarded as one contract**.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

### *Section III. Bid Data Sheet*

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Annual Contract for Security Services for FY-2023 for National Conciliation and Mediation Board-Central Office</li> <li>b. Completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>No further instructions.</i>
12	The price of the Goods shall be quoted DDP in the Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>Php 47,000.00</b> (2% of the ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>Php 117,500.00</b> (5% of the ABC) if bid security is in Surety Bond.</li> </ul>
19.3	<i>No further instructions.</i>
20.2	<p>For purposes of post-qualification, the following document(s) shall be required:</p> <ul style="list-style-type: none"> <li>a. PhilGEPS Certificate Platinum Membership;</li> <li>b. Latest Income and Business Tax Returns;</li> <li>c. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration;</li> <li>d. Mayor's Permit issued by the city of municipality where the principal place of business of the prospective bidder is located; and</li> <li>e. Tax Clearance Certificate per Executive Order No. 398, Series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).</li> </ul>
21.2	<i>No other contract documents relevant to the Project required.</i>

## ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

## **2. Advance Payment and Terms of Payment**

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

## **5. Warranty**

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to NCMB-CO, 4th to 6th Floors, Arcadia Building, 860 Quezon Avenue, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representatives at the Project Site is Mr. Mark Anthony V. Bonifacio, Administrative Officer II, National Conciliation and Mediation Board.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p>

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of at **least three (3) years**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **two (2) months** of placing the order.

#### **Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity  
 Name of the Supplier  
 Contract Description  
 Final Destination  
 Gross Weight  
 Any special lifting instructions  
 Any special handling instructions

	<p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic suppliers, risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Partial payment is not allowed. Payment shall be upon completion of delivery.
4	No further instruction.

## ***Section VI. Schedule of Requirements***

The delivery schedule for all items considered as one (1) lot expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Weeks/Months</b>
1 lot	Provision of Security Services for a Period of One (1) Year in the NCMB-Central Office  Please refer to “Terms of Reference”	1 lot	1 lot	Thirty (30) calendar days upon receipt of Notice to Proceed
	<b>Breakdown:</b>  1) Security Guard w/ night shift pay (Mon-Sun)	1		
	2) Security Guard w/o night shift pay (Mon.-Sun.)	2		
	3) Security Guard w/o night shift pay (Mon.-Fri.)	2		

## **TERMS OF REFERENCE**

**PROJECT : PROVISION OF SECURITY SERVICES**

**OWNER : NATIONAL CONCILIATION AND MEDIATION BOARD**

**LOCATION : NCMB CENTRAL OFFICE**  
4<sup>th</sup>-6<sup>th</sup> Floors, Arcadia Building, 860 Quezon Avenue, Quezon City

**CONTRACT**  
**PERIOD : ONE YEAR**

### **I. PURPOSE**

The National Conciliation and Mediation Board (NCMB) desires to engage the services of a security agency for the provision of security services in the NCMB Central Office for a period of one year.

### **II. GENERAL CONDITIONS**

A. The responsibilities of the security Agency (the “AGENCY”) shall be as follows:

1. The AGENCY shall provide NCMB with security services and for this purpose shall assign guards who will secure and protect its properties from theft, arson, pilferage, trespass, robbery, destruction or damage and other unlawful acts by strangers or third persons, maintain peace and order in and around the NCMB’s premises, protect its officials, employees, visitors and guests from assault, harassment, threat or intimidation, and other criminal acts, and enforce/implement rules, policies, and regulations of the NCMB aimed at maintaining security and safety at its premises located at the NCMB Central Office, 4<sup>th</sup>-6<sup>th</sup> Floors, Arcadia Building, 860 Quezon Avenue, Quezon City and surrounding premises.
2. Documents or logbooks maintained by the AGENCY containing matters involving security concerns, such as but not limited to entries regarding the date and time of arrival and departure of NCMB officials in the NCMB premises shall not be disclosed to any person, government official or entity, unless previously authorized by the Executive Director IV of the National Conciliation and Mediation Board or his/her duly authorized representative. Any violation of this rule shall automatically result in the cancellation of the service contract.
3. The AGENCY shall assign at the NCMB-Central Office **five (5)** qualified, competent, uniformed, armed, and bonded security guards licensed as private security guards in accordance with RA 5487 as amended as well as other related laws and regulations with the following qualifications, among others to wit:

- a. Filipino citizen;
- b. At least have earned 72 units in college;
- c. Physically and mentally fit, at least 5'6" tall for male and 5'2" tall for female and at least 23 years old but not more than 50 years old, slim or medium built both for male and female guards;
- d. Must have passed and undergone regular security service training, a neuro- psychiatric examination and drug test conducted by a reputable PNP/NBI accredited testing agency evidenced by a corresponding proof of certificate;
- e. Must be of good moral character, duly licensed by PNP and properly screened and cleared by the N.B.I., Police and government offices issuing clearances for employment and without previous record of any conviction of a criminal offense involving moral turpitude;
- f. Must be in proper uniform and armed with a rifle, shotgun, pistol or revolver, with sufficient ammunition at all times during his tour of duty.

This number may be increased or decreased depending upon the exigencies of the service or the needs of the security situation at the post as may be determined by the NCMB based on the rates per shift as shown in the attached Approved Budget for the Contract.

4. The AGENCY shall provide the necessary valid licensed firearms and ammunition to the guards assigned to the NCMB-Central Office as well as communication equipment and other security equipment and shall see to it that when on duty, they are in prescribed uniform with complete accoutrements.
  - a) Duly licensed Firearms, Ammunitions & Other Security Equipment (minimum requirements):
    - i. One (1) Firearm per uniformed guard on duty
    - ii. Ten (10) pcs. of ammunition per short firearm
  - b) Communication Equipment (minimum needed) Four (4) unit Handheld Radio per post and roving guard
  - c) Every security guard on duty shall be provided with the following:
    - whistle
    - flashlight
    - nightstick
    - medicine kit (plaster strips/band-aid, cotton balls, Betadine/alcohol)
    - tear gas, etc.
  - d) At least two (2) sets of complete uniforms, with all the necessary patches to all security guards.
  - e) Security guards are expected to be trained on First Aid Basic Course and Disaster Preparedness. Certificate to this effect shall be submitted to NCMB prior the issuance of Notice to Proceed.
5. It is expressly understood and agreed that the AGENCY is not an agent or employee of the NCMB and the guards to be assigned by the AGENCY to the NCMB are in no case employees of the latter as they are for all intents and purposes under contract with the AGENCY. Accordingly, the NCMB shall not be responsible for any and all claims for personal injury or damage, including death, caused either to any of the guards or any third person where such injury or death arises out of, or in the

course of, the lawful performance of security functions of said guards.

6. The AGENCY shall comply with all existing labor laws i.e., minimum wage, 13<sup>th</sup> month pay, service incentive leave with pay, SSS, Philhealth, ECC, Pag-IBIG premium contributions, retirement pay, retirement trust fund and other mandatory benefits as provided by law.

In addition to the required sworn certification under paragraph B, the AGENCY shall submit a monthly payroll including copies of DTRs and summary of attendance as proof of compliance that their employees assigned to the NCMB have received or have been receiving their wages and other emoluments as mandated by existing labor standard laws and social legislations. Failure on the part of the AGENCY to submit the required sworn certification and monthly payroll, shall authorize the NCMB to make direct payment of wages and other emoluments to the concerned employees for services actually rendered.

7. The AGENCY shall likewise submit a sworn certification/proof that it has complied with Department Order No. 150-16, series of 2016 Establishing a Retirement Trust Fund in the name for and in behalf of the Security Guards callable upon demand by the concerned security guard.

Failure on the part of the AGENCY to submit the required sworn certification, shall authorize the NCMB to pre-terminate the contract. Any unpaid dues prior to the termination date will be paid by NCMB in accordance with the terms of agreement.

8. The AGENCY shall guarantee payment to the NCMB, of any loss of or damage to its property provided the same occurred within the jurisdiction of the AGENCY or its guards, and it has been duly established after due investigation that said loss or damage was due to the negligence or fault of the AGENCY or its guards. Provided, further that such loss, pilferage, breakage or damage on the properties involved is reported in writing to the AGENCY within seven (7) working days from occurrence or discovery thereof. When such loss or damage is caused by force majeure or fortuitous event, the AGENCY shall not in any way be held responsible. In the event the AGENCY is made to pay for such loss or damage, it shall be subrogated to the rights of the NCMB against the party or parties responsible for such loss or damage.
9. The AGENCY shall post a performance security in an amount equivalent to 10% of cash, cashier's/manager's check, bank draft/irrevocable letter of credit issued by a universal or commercial bank, or 50% if surety bond of the total contract price to guarantee the payment of wages, salaries or compensation of its security guards and also, for the faithful compliance with the terms and conditions and provision of the Contract. It is also understood and agreed that Performance Bond set up by the AGENCY shall subsist until the expiration of the Contract and shall be answerable for whatever losses and/or damages that the NCMB or any of its officials and employees may incur or suffer.
10. The AGENCY should be financially capable; it must have sufficient current/liquid assets to shoulder its current liabilities, particularly the payment of salaries and benefits for at least two (2) months of their deployed guards to NCMB. The administrative cost and profit margin of the AGENCY should not be less than ten percent (10%) and must be able to provide the salaries and benefits of the security

guards as these falls due.

11. The AGENCY shall submit a brief profile of the security guards to be deployed to NCMB upon receipt of notice to proceed.

12. The AGENCY ensures that all of its security personnel to be deployed are negative from COVID-19.

B. The responsibilities of NCMB shall be as follows:

The NCMB shall pay the AGENCY the total monthly due fifteen (15) days after receipt of monthly billing of each month for the duration of the contract.

It is understood that upon presentation of the corresponding bill thereof, a sworn certification shall be submitted to the NCMB to the effect that the wages of the security guards including other emoluments and/or allowances due them for the preceding month have all been paid. Copies of remittances to SSS, HDMF, ECC and Philhealth shall also be provided to the NCMB.

The 13<sup>th</sup> month pay shall be paid semi-annually by the AGENCY to its guards simultaneous with the payment of wages.

C. Should there be any law and/or wage order passed increasing the minimum wage or requiring additional compensation in any form, the agreed consideration shall be automatically adjusted pursuant to said law or wage order.

D. In case of any violation on the stipulations and covenants of the Contract by the AGENCY, the NCMB shall automatically rescind and/or terminate the same upon notice to the AGENCY, and that the NCMB shall be entitled to the refund of its payment including liquidated damages as herein stipulated, in addition to what may be granted and/or awarded to it in the courts of law, and the right to unilaterally award or renegotiate the said services to another AGENCY.

E. The performance of the AGENCY shall be rated based on a prescribed set of performance criteria on a monthly basis. NCMB may also conduct an overall annual assessment or evaluation of the performance of the AGENCY. Based on the assessment, NCMB may pre-terminate the contract for failure of the AGENCY to perform its obligations and to conform to the standards of NCMB. NCMB may however renew the contract on a monthly basis up to a maximum duration of six (6) months, subject to performance evaluation and compliance with the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184.

F. In case of tie among bidders, i.e., two or more of the bidders are determined and declared as the Lowest Calculated and Responsive Bidder, the NCMB shall adopt the non-discretionary/non-discriminatory tie breaking method which is the **draw lots** method.

G. The bid price to be submitted shall be rounded off to two decimal places. (Verification/evaluation of bids will be thru manual computation)

### **III. ELIGIBILITY OF THE SERVICE PROVIDER**

1. Duly licensed Filipino citizens/sole proprietorships;
2. Duly registered with the Regional Office of the Department of Labor and Employment where it principally operates;
3. Partnership duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
4. Corporations duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
5. Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) belongs to the citizens of the Philippines; or
6. Persons/entities forming themselves into a joint venture i.e. group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, That Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA).

### **IV. OTHER REQUIREMENTS**

- a. Three (3) years of experience in security services presented in written, duly signed and notarized documents showing therein the following but shall not be limited to:  
  
Record of previous engagement and quality of performance
  - a.1 Name of Client
  - a.2 Contact Person
  - a.3 Contact Number
  - a.4 Duration of the contract
  - a.5 Amount of the contract
  - a.6 Number of security guards posted deployed per client
- b. Organizational set up of the firm
- c. List of the following resources
  - c.1 Number of licensed Firearms
  - c.2 Number and kind of communication devices
  - c.3 Number of Licensed Guards
- d. Security plan
- e. Recruitment and Selection Criteria
- f. Uniform including design and other paraphernalia
- g. Certificate of Compliance with the General Labor Standards and Occupational Safety and Health Standard pursuant to the Memorandum issued by the Secretary of Labor and Employment on November 12, 2014.
- h. License to Operate issued by the Philippine National Police –SOSIA
- i. Proof of remittance from SSS, Pag-IBIG, Philhealth and ECC within the last six (6) months.

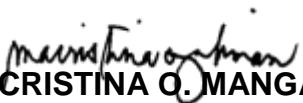
## V. BUDGETARY REQUIREMENTS

Funds necessary to implement the Provision of Security Services for CY 2023 is estimated at **TWO MILLION THREE HUNDRED FIFTY THOUSAND PESOS (P2,350,000.00)** inclusive of all government taxes and other fees and charges.

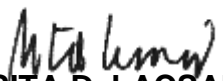
Prepared by:

  
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Recommending Approval:

  
**MARIA CRISTINA O. MANGALIMAN**  
Deputy Executive Director IV-Internal Services

APPROVED:

  
**MARIA TERESITA D. LACSAMANA CANCIO**  
Executive Director IV

## ***Section VII. Technical Specifications***

## Technical Specifications

Item	Specification	Statement of Compliance
1 lot	<p>Provision of Security Services for a Period of One (1) Year in the NCMB-Central Office</p> <p>Please refer to “Terms of Reference”</p> <p><b>Breakdown:</b></p> <ol style="list-style-type: none"> <li>1) Security Guard w/ night shift pay (Mon.-Sun.) - 1</li> <li>2) Security Guard w/o night shift pay (Mon.-Sun.) – 2</li> <li>3) Security Guard w/o night shift pay (Mon.-Fri.) - 2</li> </ol>	<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>

## ***Section VIII. Checklist of Technical and Financial Documents***

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**Or**
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**And**
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**And**
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);  
**or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class "B" Documents***

- ☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  
**or**  
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**25 FINANCIAL COMPONENT ENVELOPE**

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).

